

Exhibit C



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Terms Of Service

Updated October 11, 2022

1. Terms Of Service

These terms of service, as amended, supplemented or replaced from time to time (“**Terms**”) constitute a contract between the recipient of services (“**Customer**”, “**you**” or “**your**” as the context requires) and the relevant Genesis entity and/or one or more of its Affiliate(s) (“**Genesis**”, “**we**”, “**us**” or “**our**” as the context requires) that is providing the services. The Terms govern your use of the services provided by Genesis described below (“**Services**”).

These Terms apply to Services provided to Customers who have their registered office, place of incorporation or place of residence in any jurisdiction where we are permitted to provide our Services.

By signing up for an account through the Genesis website (the “**Site**”) or using any of our Services,

and no person, other than you, has any right, title or interest in any wallet.

- vi. You agree, understand, and acknowledge that Genesis is not providing and will not provide any fiduciary, advisory, exchange or other similar services with respect to you, any person related to or affiliated with you, or any transaction subject to these Terms. You further agree, represents and warrants that (x) you are solely responsible for any decision to enter into a transaction subject to these Terms, including the evaluation of any and all risks related to any such transaction; and (y) in entering into any such transaction, you have not relied on any statement or other representation of Genesis other than as expressly set forth herein
- vii. The “Business Address” provided by you as part of Genesis’s onboarding process on the Genesis Prime platform is the principal place of business of the Customer. Genesis will be providing the Services to the Customer on this basis and the Customer shall inform Genesis of any change to the principal place of business.

7. Custody

Genesis Custody holds a registration with the Financial Conduct Authority as a cryptoasset business for anti-money laundering purposes under the Money Laundering Regulations Digital Assets are custodied pursuant to a separate custody agreement entered into between you and Genesis Custody Limited, where such services are able to be provided in the applicable jurisdiction.

a. **Digital Asset Title.** All Digital Assets held in your Digital Asset Account are custodial assets held by Genesis for your benefit. Beneficial title to Digital Assets shall at all times remain with you. As the owner of Digital Assets in your Digital Asset Account, you shall bear all risk of loss of such Digital Asset. We do not represent that, or treat, Digital Assets in our custody as belonging to us. Except as required by Applicable Laws, a facially valid court order, or as provided in the terms of your custody agreement with Genesis, Genesis will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Assets in your Digital Asset Account unless instructed by you.

b. **Digital Asset Address.** Genesis uses one or more blockchain addresses that are controlled by us to hold your Digital Assets. We may use shared blockchain addresses to hold Digital Assets and are under no obligation to segregate by blockchain address Digital Assets owned by you from Digital Assets owned by other customers or by Genesis.

c. **Control.** Genesis shall retain control over electronic private keys associated with blockchain addresses operated by Genesis, including the blockchain addresses that hold your Digital Assets. Subject to downtime, outages, and other applicable Genesis policies, you may withdraw your Digital Asset by instructing us to send it to a different blockchain address at any time.

8. Lending And Borrowing

You may apply to borrow or lend certain Fiat Currencies and/or Digital Assets from/to Genesis, which if approved will be subject to a separate

Master Lending/Borrowing Agreement entered into between you and Genesis Global Capital, Genesis Asia Pacific Pte. Ltd., or GGC International Limited. Any use of Fiat Currency obtained pursuant to lending/borrowing agreements must be in full compliance with the terms of Applicable Laws, these Terms and the applicable Lending/Borrowing Agreement, and you shall be solely responsible and liable for any breach of any of the foregoing.

To the extent a Digital Asset applicable to a loan or the Services is at risk of being considered a security as defined in the Securities Act of 1933 by applicable regulators, Genesis will have the right but not the obligation to terminate any loans or Services upon notice to you.

9. Digital Asset Networks

9.1. We do not own or control the underlying software protocols which govern the operation of Digital Assets you may purchase, lend, borrow, custody or otherwise utilize with Genesis in using our Services. Generally, the underlying protocols are 'open source' and anyone can use, copy, modify, and distribute them.

9.2. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. You acknowledge and accept the risk that underlying software protocols relating to any Digital Asset may change.

9.3. In particular, underlying protocols may be subject to certain sudden changes in operating rules or an implementation by some users of a new version of the software underpinning the blockchain

network in a way that makes it incompatible with the software used by the remainder of users in the blockchain network (“**forks**”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Asset. Genesis does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Genesis in determining whether to continue to transact in the affected Digital Asset using your Genesis Account. In the event of any such operational change, Genesis reserves the right to take such steps as may be necessary to protect the security and integrity of the Services relating to the relevant Digital Asset, including temporarily suspending operations for such Services, and other necessary steps. You acknowledge that forks may result in more than one version of the underlying protocols of Digital Asset networks and Genesis holding an identical amount of Digital Asset associated with each forked network. Genesis’s response to any material operating change, including a fork, is subject to the terms of the relevant service agreement or, where these are silent, its sole discretion, and may include deciding not to support any new Digital Asset or forked network. Digital Assets of forked networks may not be made available to you and may be owned by Genesis.

9.4. You acknowledge that Genesis is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules.

9.5. Unsolicited Transfers

a. You agree and understand that in the event that you or a third party deposits or transfers Digital Assets into a Digital Asset address that is not yours or under your control, we have the right to and may account for any such Digital Asset as belonging solely to us, if sent to any other Digital Asset address that we control.

b. The provisions of the service agreement you have entered into with Genesis will determine the consequences of the event that a Digital Asset network attempts to, or does, distribute its Digital Assets to Digital Asset addresses of a supported network (sometimes called “Airdrop” or “bootstrapping”). Genesis reserves the right to treat an Airdrop differently in different circumstances, depending on the terms of the relevant service agreement.

c. You further agree and understand that the types of transfers described in this section (each an “**Unsolicited Transfer**”) do not create or represent any relationship between us and the sender and/or the related Digital Asset network, and do not subject us to any obligations whatsoever as they relate to the sender and/or related Digital Asset network.

d. You agree and understand that we have absolutely no obligation or duty to return the Digital Assets of an Unsolicited Transfer.

10. Privacy Of Information

We strive to take all reasonable steps to protect your personal information, however, we cannot and